TRIAL. COL FELLOWS DECLARES THE LINE OF DEPENSE. TESTIMONY OF WITNESSES WHO DID NOT SEE THE PRISONER KILL M'KENNA.

The crowded Superior Court room in which Coroner Richard Croker is being tried fully attested yesterday the increasing interest which is being felt among a certain class of politicians as the end approaches. Col. Fellows made the opening speech for the defense. Without specially designating the line of defense which would be pursued, he declared that the testimony offered by the prosecution would be subverted. Witnesses were brought into court and rapidly examined during the day until the adjournment at 6 o'clock. The defense will doubtles close to-morrow, and as there will be very little if any rebutting testimony, the prospect is that Judge Barrett will charge the jury some time on the same day, so that a verdict will be reached at least by Monday next.

THE PROCEEDINGS.

Mr. Fellows, in opening the defense, said: It becomes my duty now in the conduct of this trial to present to you the line of defense which will be pursued in behalf of the defendant in this indictment. I shall try, whether I succeed or not, to emulate the exceed-ingly fair, impartial, and just opening which was made by the Assistant District-Attorney. I shall state to you nothing that I do not expect to prove, nothing that the witnesses will not corroborate with their own lips from this stand. I shall not (wander either beyond the case to consider those aspects of it which perhaps may have been brought to your notice, and to which during the progress of this examination your attention must more or less have been di-rected to. The plain, naked, unembarrassed question with which we have to deal is whether Richard Croker shot John McKenna on the day alleged in this indictment, and under the circumstances there set forth, and if he did, whether that constitutes the crime there charged; because if it should be shown that Richard Croker shot John McKenna, the second and graver ques-

charged; because if it should be shown that Richard Croker shot John McKenna, the second and graver question for you to consider would be the quality of the act he committed. That must be rathered from the clreumstances surrounding it, and from the facts attending them, because I suppose no one will dispute this proposition as an abstract one, that the taking of human life without the direct authority of law is not always a crime. The theory of the prosecution has been presented to you. Whatever they have to charge against the prisoner you have heard. Their story is that on the morning of the 3d of November last, it being election day, and at a place which you have heard described, thus man coolly, dediverately, and premeditatedly, having murder in his heart, cherishing a wicked design previously conceived and then executed, took the life of a man by shooting John McKenna. We have heard the worst, and it now becomes important that I should call your attention to one or two legal propositions that are applicable to cases of this claracter, and to connect them with the facts in this case, and for the purpose of doing that I shall not present to you the theory of the defense, I rest this case just where the prosecution has left it, and state to you, first, that the body of the offense, the act charged and in the way charged, must be proved beyond the possibility of any doubt. This is not a branch of the case, unless I have misunderstood the law where the doctrine of intelligent doubt applies. Before the prosecution can proceed to ask anything at your hands they must demonstrate beyond all possibility of doubt that the term charged has been committed, and then they must demonstrate beyond the possibility of doubt that the time charged has been committed, and then they must demonstrate beyond the possibility of doubt that the time charged has been committed, and then they must demonstrate beyond the possibility of any reasonable doubt, arising out of the evidence, that the defendents must demonstrate beyond the poss

who fired the shot.

Mr. Fellows then severely criticised the testimony of the two O'Briens, sud-avoring to demonstrate that the testimony of Stephen O'Brien had been contradicted in many important points by Borst, one of the witcesses for the prosecution, particularly respecting the breakfast green at the Jackson House on the morning of the election. "We have shown," he said, "that a gang of ruffians, in the hands of Jaines O'Brien, called as the Jackson Club, O'Brien's headquarters, that morning to do nis work, and were instructed to pursue their neclarious acts along the whole line of that avenue—men with so inany significant aliases, who, under the leadership of Owney Georgethan, went up from the Bowery into James O'Brien's district; and yet stephen O'Brien testified that no breakfast was set at the Jackson Club for these very men, pronounced thieves and roughs, gathered from the dens of Water-st, and the Bowery."

The testimony of the witnesses for the prosecution Mr. Fedlows said would be contradicted at every step by the policemen who were present at the affray and by the testimony of well-known and prominent politicians who were standing in the immediate vicinity of its occurrence, and in continuing, said: Who were the two men to whom the eyes of the standers-by were directed but to James O'Brien and Ricaard Croker, the defendant They were men who were recognized all through that district as the leaders of respective factions. McKenna was an unknown man. Borst and Costello did not know every body that were there, and everybody did not know every body that were there, and everybody did not know every body that were there. Bod O'Brien and Croker had been for years active in pohicies in that district as the leaders of respective factions. McKenna was an unknown man. Borst and Costello did not know every body that were there, and everybody did not know them, nor Georgethan, "Dan the dog," and all that long array of doubtful personages. Bod O'Brien and Croker had been for years active in pohicies in that dis

TESTIMONY OF EDWARD A. LUSK.

Edward A. Lusk, the first witness called by the de-fense, testified that he was a manufacturer of dress goods at No. 336 East Thirty-first-st. He was present during the shooting. He first saw O'Brien on Thirtiethgoods at No. 336 East Thirty-firsts. He was precent during the shooting. He first saw O'Brien on Thirtieth-st, between 6 and 7 o'clock, on election day, between the car track and the sidewalk. Croker was then stand-ing on the sidewalk talking to some gentlemen. When O'Brien stepped on the sidewalk he spoke to Croker and they commenced abusing each other. O'Brien then struck Croker, and Croker immediately returned the blow and hit O'Brien in the face, knocking his hat into the air. After Croker struck O'Brien he stepped off the aidewalk into the street, followed by O'Brien. They both rushed into the street and a general fight in the Crowd commenced, the parties striking cach other in different ways. The policemen were among them, and arrested Croker and O'Brien. At that time a man ran by the witness, and he heard a shot and saw McKenna fail. The witness did not see a pistol in either O'Brien's or Croker's hands. A question as to whether's was pos-sible for Croker to have had a pistol in his hard without his seeing it, was ruled out by the Court. The cross-examination of this witness, which was very long, was mainly confined to ascertaining the exact localities of the different persons at the time of the shooting. AFTER RECESS.

again after recess the same crowding as in the morning was the order of the moment. Henry C. Somers was the first man called. He rest de at No. 245 East Thirtyerth-st., and was a bertender at the time of the murder, though out of business now. On the fatal day he went to a stationery store in the vicinity to get a news-

he was about stepping off the curbstone when he heard a shot fired. Croker and O'Brien were standing facing each other, three feet apart, O'Brien facing west, and both near the telegraph pole, between it and the awning post in front of Murphy's liquor salvon on the corner. The witness came out in a diagonal position, and stood in the atreet when the shot was fired. O'Brien and Croker were clinched, as he turned around, and striking at each other. He saw nothing in the hands of either of them. This he was positive of, because he saw their hands clinched. McKenna was on the north side of O'Brien and Croker, on the up-town side. As he lay on the ground after the shot, which was the first time the witness saw him, his right sale was toward Croker. He feil out toward the center of the street. He was on the left-hand side of Croker when he fell, for Croker was facing toward the houses. When he fell his head fell toward the street. The first policeman he saw was Smythe, who arrested Croker two or three minutes after the shot was fired. He was asked what he did when he heard the shot dired, and said naively that when seven or eight shots were fired he got out of the crowd as quick as he could. An important part of the witness's testimony was the assertion that while McKenna lay on the ground his feet were three feet in the rear of Croker.

Going over the ground again the witness said after the shot was fired, although he admitted the justice of correction when he learned that the railroad track, near which he stood when he turned, was 22 feet from the sidewalk. He was, it is true, in Croker's clinical track, near which he stood when he turned, was 22 feet from the sidewalk. He was, it is true, in Croker's rear, but still he insisted he could see Croker's hands held up in front and towari O'Brien's mouth, near enough to touch its rise witness was about five feet away when he turned ended her witness after the shot was fired, although he admitted the justice of correction when he learned that the railroad track, near whi he was about stepping off the curbatone when he heard a shot fired. Croker and O'Brien were standing facing

elaimed it. His testi very frank manner.

James Connolly, a carman, next took the stand. On election morning he was standing on the north-east corner of Thirty-fourth-st., and saw O'Brien and Croker on the south-east corner. He was standing, he said, "foreninst the telegraph pole, and saw Croker strike at O'Brien, although I don't know whether Croker got in the blow." When he saw McKenna, he (McKenna) was eight or nine feet from the gutter in the street, to the best of his opinion. McKenna did not fall until after the third shot, to the best of his opinion. He saw the hands of O'Brien and Croker, and they had not fall until after the third shot, to the best of his opinion. He saw the hands of O'Brien and Croker, and they had not fall until after the third shot, to the best of his opinion. He saw the hands of O'Brien and Croker, and they had not so for west as Croker was. He was asked if he knew O'Brien, and said, "O no, I never bid the good morning to him yet, and I have knewn him by sight for four or twe years. I don't earn my money by politics," he added, subsequently; "I have to work hard for it."

On cross-examination he said the first he saw of O'Brien and Croker they were talking together. Before the shooting began there were more than 39 people thereacounts. He was asked if he was excited, and said with great energy. "No. If I was excited, and said with great energy. "No. If I was excited, and said with away, wouldn't 1?" "Well, were you not arrad of being shot?" was asked. "No, no," was the impatient response. "I hadn't no money, and wouldn't have anything to lose if I was shot," at which there was great lauguter. The witness said that bolore the first shot was fired he saw a pistol in Georre Hickey's hands. However, he uirn't see a shot fired. In answer to Judge Barrett the witness said to the best of his opinion that McKenna fell after the third shot, and was simply positive that he cid not fall after the first said.

To Col. Wingate he said that before O'Brien and Croker struck at each other there was fighting going on further up town, and that was where McKenna got shot. As he peinted it out on the diagram he made out his own position at the telegraph pole; Croker and O'Brien in the street, near the gutter, opposite the first awning post next the telegraph pole; in other words, two feet west of it, M O'Brien, although I don't know whether Croker got in the blow." When he saw McKenna, he (McKenna) was

sffray: I am a police officer of the receipt I was sent to the Xith Election District, which is at the corner of Thirty-fourth-st. and Second-ave.; I saw Croker and O'Brien there, and heard some high words between them; I turned and looked in the polling-room for a second, and as I turned around I heard a snot fired; I got near the spot oefore the second shot was fired; when I got there Croker was in the act of striking O'Brien; they were about two feet apart, and had their hands closed; I am possitive about that; when I got there O'Brien turned and said, "O'Bleer, arrest that man," and I immediately arrested Coroner Croker: I searched him on the spot; he opened his hand, and I looked in his pockets, but found nothing in them; I then took him to the station-house afterward; I never took my hand off of him from the time I arrested him until he got to the station-house; he had no opportunity of passing a pistol to any one without my seeing it while he was in my charge; at the station-house he was thoroughly searched, and ne pistol was found on him.

The cross-examination of this witness clicited the fact that he had a conversation with a Patrick Randall, in which he told him that it was lucky that he was not shot himself, as the powder had marked his (the witness's) face, and also that during the shooting he saw George Hickey fire two shots after McKenna fell, in the direction in which he fell, and that he saw Sheridan fire three shots. He also testified that he had never made a statement to the effect that he hesitated about giving testimony in the case for fear of being prosecuted by O'Brien's friends for making a false statement. On the way to the station-house Croker told the witness to look out or else the crowd which followed might fire on them. Hickey and Sheridan had been previously arrested and were going on ahead. A pistol was taken at the station-house from Sheridan with one bail in it, and also one from George Hickey. In answer to a question from Mr. Clinton, one of the prisoner's connected with Croke

TESTIMONY OF PATRICK GOWAN.

Patrick Gowan, 12 years old, was next called, and he described the preliminary reacounter between O'Brien and Croker and the subsequent more serious features o the affray in a manner that favorably compared with the evidence given by many of the older witnesses for the defense. He heard the shots, but did not see any person fire a pistol. At the time the first shot was fired ne was looking toward O'Brien and Croker, but the

he was looking toward O'Brien and Croker, but the shot did not come from that direction; he saw no smoke near them, and judged some of the crowd fired the pistol. On cross-examination he said that he had been to the theater that morning to sweep out, as was his usual custom, and during the affray he saw some of the crowd hunting for stones. He also said that his father had told Croker that he knew something about the shooting, and Croker had sent for him to testify. He saw a tall man with a pistol in his hand, and saw McKenna fall with his head toward the car track and his feet toward the gutter, and then he ran away.

During the course of the examination an amusing incident occurred which for a few minutes proved a relief to the uninterestingness and dry details of testimony in goneral. Judge Barrett asked the witness if he would be able to recognize either O'Brien or Croker. He said that he would. "Well," said the Judge, "go and point him out." The youthful witness promptly descended from the stand, and amid considerable merriment laid his hand upon the shoulder of Col. Fellows, one of the prisoner's counsel, who immediately remarked. "Well, I guess, your Honor, I'll withdraw my plea of not guilty and picad guilty." [Lauchter.]

The Court them adjourned.

CANAL CONTRACTS.

HISTORY OF THE IMPROVEMENT OF THE CHAMPLAIN CANAL.

THE ART OF MAKING CONTRACTS-EXPENSIVE AND UNNECESSARY IMPROVEMENTS IN PLACE OF MORE IMPORTANT WORK-A MEETING OF BUSI-NESS MEN AT WHITEHALL-APPOINTMENT OF COMMITTEE TO PROTECT THEIR INTERESTS. FROM THE SPECIAL CORRESPONDENT OF THE TRIBUNE.

WHITEHALL, N. Y., Dec. 7 .- The Champlain Canal forms one of the important water connections between the vast lumber and ore-producing regions of Canada and the northern part of New-York and the Eastern States and the Hudson River. It also, by the improvements which are now under way, is expected to attract much of the Western grain transportation. It extends from Whitehall, at the head of Lake Champlato to Troy, a distance of 63 miles. There is also a shor branch connecting with the Eric Canal at Cohoes. Its importance as an internal highway may be estimated from the fact that during the season just closed, over a million tons of merchandise have seen transported over it, consisting mostly of iron ore. iron, lumber, lime, and marble, with coal as the return freight. But a deficiency in width and depth has operated greatly to the disadvantage of this route. Most of the canal-boats coming from the north are large boats, between 80 and 90 feet long, nearly 18 feet wide, and drawing, with an average load of over 200 tons, about seven feet of water. In some places there was not water enough for this; in others the canal was not wide enough to allow one boat to pass another. For this reason the large boats were obliged to transfer their cargoes, at Whitehall, to smaller boats, thus increasing the expenses.

The business men of this section for a long time have been very anxious to have this defect remedied, and at the same time to have the needed improvements done as economically as possible. To this end they asked that the canal should be widened to 58 feet at the surface and 44 feet at the bottom, with a uniform depth of 7 feet. This of course would require other work, raising and lengthening of bridges, new walls, etc., but this could be done thoroughly without rendering any expensive work necessary. In 1870 an act was passed granting \$25,000 for surveys and maps, and \$400,000 for the work, the latter amount to be collected by tax in 1871. The plans prepared under this act, and accepted by the Canal Board in September, 1871, contemplated a more expensive improvement than had been in the minds of the business men who had asked for the improvement, but still they would have been satisfied if the work had been honestly and thoroughly done. But the work fell into the hands of a few contractors. The quantity sheets of work required would appear to have been made hastily and very superficially, the bids offered with a full knowledge of the imperfections and bearing such knowledge on their faces, and accepted by the Canal Commissioners without any examination. That is the most charitable view of the matter; there are those who do not hesitate to charge fraud from beginning to end, and collusion between engineers, con-

any examination, the State was made to pay treble the estimated cost. The dam was estimated to cost about \$60,000, the contract was let at about \$40,000, and the work cost \$146,000. The same method made the cost of the Bullard's Bend improvement increase in the same ratio to about \$147,000; \$223,000 for both, or nearly three

times the estimate. The next work was the building of two locks above Waterford, in place of three then existing. This is on the branch canal to the Eric Canal, and was not generally deemed so necessary as work upon the main line, over which most of the boats pass. The estimated expense was less than \$63,000, but upon a final settlement the cost turned out to be \$117,000. The cause was the same as in the Bullard's Bend improvement. In addition to this, a portion of the work was imperfectly done. The widening of the canal rendered necessary the lengthening of bridges and the approaches to them. One or two bridges were found too low and had to be raised. An embankment had been built of frozen earth, and when the water was let in in the Spring and the frost was melted, the whole structure slid gently into the meadows. These errors cost the State a further sum of \$40,000, or over \$150,000 for the improvement, besides obstructing navigation for nearly a month. The provement and were built by the same contractors, and have cost, by similar means, about \$155,000, or nearly twice what such structures should cost, according to the estimates of those who are called competent judges These were the most important works the act of 1870. The plan of improvement under that act, instead of incorporating the simple inexpensive enlargement which was asked, thus turns out to be very expensive. It was desired that the old line, laid over good ground, affording a secure foundation for the tow-path, should be closely followed. The new plan contemplated straightening the line in many places, and thus making necessary new tow-paths and walls, while it idoes not avoid th marshy places, and muck-beds which will increase the expense largely. Again, by following the old line the widening would be chiefly on the "berme bank" side-the side opposite the tow-path, which consequently would not be disturbed. When the further appropriation of \$500,000 for the enlargement of the canal was made last Winter, a new survey was ordered, and it was then thought that the old line would still be

adhered to as nearly as possible.

In January last an application was made to the Canal Board for the widening and deepening of what is called the "Five Mile Level," near Whitehall, with the sucgestion that it should be done by dredges. The applica tion and suggestion were favorably received, and the line of 1871, very nearly that of the old canal, was adopted. Under the engineer's exhibits there was to be 234,000 yards of excavation and a very small amount of embankment. At the time of receiving bids, the contractors were notified that only this work, and none other of that contemplated in the plan of 1871, was to be done. The bids were received and opened. The lowest bid upon the first two miles was five cents per yard for excavation, with no embankment. On the next two miles, the rate was 21 cents for excavation and 90 cents for embankment. These are stated to be low prices for excavation, while that for

the Commissioner in charge of this division, Commissoner Barkley, was called to this, and he was also asked if the small amount of embankment estimated was all there was to be done, to which an affirmative answer was given. The importance of this will be shown further on. The contractors entered upon their work, but, instead of using the dredges as suggested, did their work with shovels and wheelbarrows. This was not so bad, but they insisted that their contracts included all the work that supplemental contracts should be given them fo that purpose. These have not yet been given, but are under advisement by the Canal Board. This is opposed by the business men, who urge, in addition, that the engineer's exhibits, shown to be so untrustworthy, should be revised.

The following table will show what the contractors

want to do, what they want to charge, with prices for corresponding work in two contracts, with an estimat by good judges of what the work should cost. The amount of work is that estimated as necessary in Sec tion 3 of this improvement of the Five Mile Level. Only the more important items are given.

#mount. 9,500 yds. Earth excavation.05
7,800 yds. Solid rock excavation05
164 yds. Old masonry excavatiou ... 20
2,500 yds. Embarkment.80 12.00 1.00 60.00 8.00 3.00 In filling out a bid upon one of these estimates the

contractor who knows just the amount of work to be done has greatly the advantage. For example, the exhibit shows on the above table a large amount of excavation and little embankment. Here the principle of balancing" comes in, and an exceedingly low rate is placed on the former and as much too high on the latter. But experience has shown the business men, as the contractors probably knew, that the amount of excavation was overestimated, while the amount of embankment was stated at much too low a figure. In this way, by the balancing process, the contractors have given a lov bid, taking in the whole contract, while they will in the one, taking in the whole contract, while they will in the end profit very largely by the errors of the exhibit. So, it is stated, in the work above, there would be little slope wall or dry vertical wall, while there would be a creat deal of cement wall. In Section 3 there would be little coping, but in Section 1 a great deal. There would probably be little or no white plus or hemlock used, but a great deal of white oak. The exhibit and bid upon Section 2 show still greater discrepancies between bid and estimated value, but the paper was not accessible at this time.

and estimated value, but the paper was not accessible at this time.

This was the situation at the time the meeting was called; a large amount of money, nearly or quite \$1,000,000, has been expended, with no adequate return. All those interested in the improvements are naturally dissatisfied, and four that further aid may be refused unless there is a change in the mode of expenditure. If improvements are to be continued on the expensive plan of 1871, they say, there is hardly enough money in the State to pay them at this rate.

THE MEETING.

The control of the co The meeting was held in the partors of Hall's Hotel

strongly enforced the policy of watching their interests by a close attendance upon the Canal Board. The tollowing resolutions, which were prepared by a committee, fully express the feeling of the meeting:

Wherea, The calagement of the thamplan canal to a uniform depth of seven feet and a width of 44 feet at the bettem, is of the greatest importance to meet the increased demand of budiness of Mortisern New-York and Canalan.

And deveron, The survers, plans and locations of the line of the canal of 1571 contemplates strainteening the present line of the canal of 1571 contemplates strainteening the present line of the canal molivores a very great and needs as expose in building new structures, exposure and dangerous embantment 152

And ackeroa, By the set of 1574, approximing the sum of \$500,000 for the calagrament, the Natio Engineer and Canal Commissioner in charge of the Eastern Division were instructed accordance with reference to made new survers, maps plans, estimates a careasia appropriation; And ackeroal, I have come to the kind and the canal as contemplated by the Legislature in uniting actual to contemplated by the Legislature in making the side appropriation, and the canal improvements of the Legislature when granting the said appropriation, bave processed. The contemplated by the surveys and locations of the Legislature when granting the said appropriation, because of the legislature when granting the said appropriation, and invitably enhanced in the latest of the legislature, and contrary to the letter window of the intention of the Legislature, and contrary to the letter window of the latest and who in manner of exponiture being in contravious of the latest and who in manner of exponiture being in contravious of the latest and the canal improvements to the following proportation, and inevitably enhanced at this time; therefore, be if

Resolved, That it the intent of this meeting in representing the interests of the people to take such action as shall ultimately secure the proper expediture of the a

Last April, James P. Cummings imported from Scotland a quantity of what he claimed was a manufacture of flax known as burlaps, and subject, therefore, under section 4 of the Turiff Act of June 6, 1872, to a duty of 30 per cent ad valorem. Collector Arthur claimed that the goods were oil-cloth foundations, or floor-cloth canvas, upon which the section referred to imposes a duty of 40 per cent ad valorem. The latter duty was paid under protest, and a suit brought to recover \$600, the amount of duty paid in excess of 39 per cent ad valorem. The suit came on for trial yeaterday in the United States Circuit Court before Judge Shipman. The ground of the Collector's claim is substantially as follows:

The goods in question are 75 inches in width, and all manufactures of flax of that size are known to the trade as oli-cloth foundations or floor-cloth canvas. The plaintiff's position is that burlaps are burlaps without respect to their size, and also that the importations mentioned are known to the trade as burlaps and not as oli-cloth or floor-cloth canvas.

The trial will probably be finished to-day. George 8. Sedg sick and Mr. Stanley of the firm of Stanley, Brown & Clarke for the plaintiff, and Assistant United States District-Attorneys Fremain and Smith for the Collector. tions, or floor-cloth canvas, upon which the section

You are seated quietly at the family fireside, and there is no "vacant chair," when a ring is heard, and the opening of the street door reveals a man with a coffin! That was what happened to a living family in St. Louis the other night. He was told to go away. Ho was informed that the inmates of that house had no was informed that the inmates of that house had no use for that receptacle; yet (being in liquor) he insisted upon bringing it in. "This coffin was ordered here," said the man, "and I mend to leave it!" And he was actually going away without his disagrecable sarcophagus, when it occurred to the distracted family to summon the police. The intrader was not actually committing marder; but it looked as if he had some thoughts of indulging in that recreation. He went away at last, and perhaps found a body for his box before morains. THE COURTS.

CIVIL NOTES. In the case of Walbridge agt. The Ocean National Bank, the Court of Appeals has rendered a de cision confirming the decision of the General Term of the Supreme Court, Brooklyn. In this case the plaintiffs so to recover \$12,000, being the value of two checks which were paid by plaintiffs to the bank under mistake. The case was tried and a verdiet given for the plaintiff which has just been affirmed. Tracy, Catin & Brodhead for plaintiff; Dunning, Edsail & Hart for the defendants.

In the Supreme Court, Brooklyn, applicaus to compel tion will be made on Monday for a mandam Nelson K. Hopkins, State Controller, to pay to the Treasurer of Kings County \$36,000 collected from unpaid urer of Kings County \$36,000 collected from unpaid taxes and retained by the State Controller, as an offset for the deficiency in the State tax for 1873. The Legislature of that year directed the County of Kings to raise, in addition to the regular taxes, the sum of \$652,984 2, in satisfaction of the county's saare of the deficiency on the Canai debt. The county raised \$600,000, leaving a balance of \$82,984 2, and the Controller reserves the \$36,000 referred to on account of this dedictincy. The question of the constitutionality of the law of 1873, under which Kings County was required to raise the \$652,984 22, will be raised.

In the suit of Birnbaum against the Harlem Railroad Co., for injuries received while getting on one of the cars of the Company in February, 1872. unimpeachable evidence was produced by the Company that the defendant, on getting on the platform, was told by the defendant, on getting on the platform, was told by the brakesman not to jump; that he disregarded the caution, fell, and the wheel went over his heel. Two respectable witnesses having sworn to these facts, Mr. A. Beach (who was associated with Mr. Gardner) addressed the court, stating that it was evident his client, suffering from the injuries he had received, had formed erroneous and undue impressions as to the circumstances attending the accident. He did not consider it his darty to press the case to the jury, where he was convinced the action was founded on a mistake, and in this view his associated fully concurred. The counsel for defendants consented that a verolet should be entered for the defendants, and waived costs against the plaintiff.

The suit of Charles L. Thatcher against the city was tried and closed before Judge Larremore, in the Court of Common Pleas, yesterday. Thatcher's claim was for a balance of \$250 due for services as clerk in the Finance Department, and the action was in the nature of a mandamus against the Board of Apportion nature of a mandamus against the Board of Apportion ment. It seems that the Board of Audit allowed the bill of Thatcher at an amount lower than the claim by \$250. It was received by him, and a receipt in tull was then given. The defense was that the plaintiff having once submitted his claim to that Board, and that Board having passed upon it, the plaintiff could not now recover in the present action. "No appropriation" was also one of Mr. Dean's grounds of delense. His metion for a non-anit was denied on the ground that the Board of Audit had not the discretion or authority to audit the claim at a smaller amount, and thereby prevent the plaintiff's recovery. Mr. Dean having no evidence at present to offer on the question of no appropriation, finally withdrew a jurer on the payment of the plaintiff's costs. F. H. Kellogg for plaintiff.

CRIMINAL NOTES. In the United States Circuit Court yesterday Gon

George Anderson, charged with having, on the

At the Jefferson Market Police Court yesterday At the Jenierson Market Folice Court yesternay, Warren Curis of No. 16 Carmusett, Philip Durree of No. 185 Greenest, and James Waison of No. 198 Weosterst, were held in \$5.00 but each for keeping lottery shops at the above numbers....
Henry Gibson was held in \$1,500 ball for attenuoting to skeal \$5.4 from the input store of James Gibbert, at No. 59 Bleeckerst....Berjamin Bell was held in \$2,500 beit for steading \$4.3 from the rooms of James Collins at No. 5.0 West Trenty-reighthest.....Berjamin Bell was held in \$2,500 beit for steading \$4.3 from the rooms of James Collins at No. 5.0 West Trenty-reighthest.....Berjaming \$1.50 from Randolp Webb of New Jersey while he was in their saloon at No. 3.46 Sixth-ave.

\$150 from Randolp Webb of New Jersey while he was in their saloon at No. 345 Sixth-are.

As Thomas D. Burne of South Sixth-st., Brooklyn, R. D., was walking about Second-are, on Monday might he was attacked by four rough sumed Thomas Hannon, James Method, Daniel Lacey, and thomas South, who knocked him down and attempted to steal his watch and chain. Two officers appeared on the scene and successfed in arresting the thieves, who were arraigned yesterday before Justice Wandell, at the E-sex Market Police Court and committed in cefault of \$5,000 bail, cache. Patrick Quina was committed in definit of \$5,000 bail, charked with having on Monday night stoles \$97 from the vest necket of James Kreeh as the latter was askep in the saloon No. 577 Grand-att... The cigar manufectory of Charles Solomon, No. 403 East Houston-st., was broken into by burelars on the night of the 7th inst. and 18.700 cigars were stolen. Petreckive O'Connor of the Eleventh Procined traced the stolen property to the consecsion of Belsey Schwarts of No. SS Sheridst, August Doegre of No. 7 Thirdware, and Fiancis Bressing of No. 127 Breezer-st., and of whom were arrested and held for examination by Justice Wandell at the Essex Market Police Court on a charge of receiving stolen goods.

UNITED STATES SUPREME COURT.

UNITED STATES SUPREME COURT.

WASHINGTON, D. C., Dec. 10.—176—Lane agt
The United States; appeal from the Coart of Claums.—This is also an
action to recover the proceeds of certain cotton which belonged to the
ather of the pertitioners, represented by their guardins, who was unable
to bring an action, because of his disamilities, until after the two years
prescribed by the act of 1856 and expired. The Court dismissed the
petition on the ground that the law could not be evaled, which had
inside the time within when the action must be brought. The suit is
brought here, where, it is said, that the general jurisanction of the Court
of Cutions will could be Court to hear and determine the claim without
reference to the act of 1853, which did not rapeal or interfere with the
power of the Court over any action brought under its general jurisdiction. F, W. Berly for chimants. Attorney-General and SolicitorGeneral for the Government.

THE COURT OF APPEALS.

THE COURT OF APPEALS.

ALBANY, Dec. 10.—In the Court of Appeals, Thurslay, Dec. 10.—In the Court of Appeals, Thurslay, Dec. 10. 1874:

An 100—James C. Aver and snother, respondents, agt. Wm. A. Kabbe, appellant. Argument resourced this morning and concluded.

Age. 36—George M. Dyron and another, refrs. etc., appellants, agt. Frank P. Prost, respondent.—Argument respondents of consules for appellants and by E. H. Bene for respondent.—Appeal dismissed with costs.

No. 97—Wun. D. Perrine, respondent, agt. Hiram G. Hetchkils, appelant.—Argued by Oscar Craig of counsel for appellant and by J. II. for respondent.

112-J. Monroe Taylor, appellant, agt. Wright, Gillies and
er, respondents.—Arguet by D. C. Brown of counsel for appellant,

another, respondents.—Arguel by D. C. Brown of counsel for appellant, and by S. Jones for respondents.

No. 111.—Ira Dunlap, appellant, agt. Hanna R. Hawkins, respondent.—Argued by Oscar Craig of counsel for appellant, and substitud for respondent.

Proclamation made, and Court adjourned till Priday, 11th inst., at 10 s. m.

Superior Court - Special Term - By Judge Sedgwick, jr. - Seaner agt, Dwnan - Motion denied. Frankenbarg agt. New York Bowert Fire Insarance Company of New-York - Motion granted. Kertive agt. Gold Heating Company of New-York - Motion granted. Persident. &c., of the Insurance Co. of North America agt. Lathrop. - Motion for the Company of New-York - Motion for the Company of New-York - Motion for the Company of New-York - Motion for the Company of North America agt. Lathrop. - Motion for the Company of North America agt. - Motion for the Company of North America agt. - Motion for the Company of North America agt. - Motion for the Company of

Supreme Court—Circuit—Part II.—By Judge Van Brunt—Continental National Bant ag: Adams et al.—Case actifed.

Chambers—By Judge Donobne—Dener ags. Jones—Motion denied.
Allen agt. Vertron.—Motion granted on payment of costs and \$10 costs of motion. Mutual Bank agt. Griswold.—Denied. Strutton agt.
Billings.—Notion granted on payment of costs. Deladeld agt.
Thorne.—Motion denied.
By Judge Done.

Silings.—Motion granted on parment of Silv costs. Deladed agt. Thorne.—Motion denied.

By Julge Davis.—Matter of Carmine Street Baptist Church.—Petition granted. Baintsin agt. Van Nest.—Order granted. Vanderburge agt. Historia agt. Punk.—Motion granted. Baintsin agt. Van Nest.—Order granted. Wanderburge agt. Hislock.—Reference ordered (memorandum). Lane agt. Punk.—Motion granted on condition (see memorandum). Matter of Daulel Drew.—I cannot approve of the order. It was not referred to the referee to ascertain and fix allowances to counsel. That is a matter exclusively for the Court, on proof of facts showing the matter or extent of service, &c. I am not willing to make precoients of the kind which the order saked for necessarily makes. Besides, the original consent of Kathleen Keily to the appointment of the new transcribethout security should be analysis of the subject of the securities of the secu

CALENDARS—TRIS DAY.

230. Alexander agt. Bennett.
67. Metuger agt. Rosenheim.
84. McLean agt. McLean.
95. Gerard agt. Gerard.
99. Joner agt. Arorson.
108. Wait act. Weller.
109. Congress Rompire Spring
Co. agt. Schulus
119. Fon's Extract Co. agt.
Hamphrey's Specific Homopathic Med. Co.
129. Lacek agt. Wies.
136. Matter of Levr.
142. Darent agt. Adirondack Co.
153. Locks agt. Wies.
153. Locks agt. Wies.
171. Nat. Photographers' Co.
272. Same agt. Simson.
173. Same agt. Simson.
173. Same agt. Pond.
274. Hartras agt. Smyth.
275. Matter of Levr.
276. Hartran agt. Smyth.
277. Hartran agt. Smyth.
278. Same agt. Same.
219. Mater of Pourlas.
219. Metaren agt. Overbungh.
267. Hartran agt. Smyth.
269. Doneldoon agt. Aronson.
278. Same agt. Pond.
279. Molifert of Purnias.
270. Molifert Structure agt.
286. Commings agt. The Maror,
274. Same agt. Baker.
275. Same agt. Pond.

173. Same ags.

SPECIAL TERM — V.

Domurrers.

26. Hone Ins. Uo. agt. Pean.

R. E. C.

27. Peck art. Hotelskins et al.

Laserord Low and Fact.

Laserord Low and Sact.

Laserord Low and Sact.

13. Pool art. Stevens

117. Sherasen and ano. agt.

Worth et al.

134. Bestrick agt. Frankfeld.

135. Fraesuf, adm'r, agt. Skikly et al.

138. Met. Ins. Co. agt. N. T. B. of Fire Und. et al.

141. Bestell agt. Mecker, art, et al.

143. Bayerl agt. Birdseye.

151. O'Benn agt. Browning.

156. Frost agt. Ven. Loon et al.

164. Itolion agt. Morrissey.

165. Foler agt. Green, &c.

168. Uasteer agt. O'Donoglue at al. SPECIAL TERM-VAN VORST. J. Var Voner. J.

170. McNill agt. Street and one.
171. Awierton agt. The Maror.
175. Kiennan agt. Abbott and ano.
176. Embary agt. Perse.
180. Green agt. Mithank et al.
181. Seltr agt. Smithane.
182. Cong. Schaaray Tella agt.
The Maror.
190. Colton et al. agt. Parsons
et al.
191. Petrie agt. Meyers et al.
192. Man agt. Koebler.
193. Harte agt. De Wites.
194. Eelsey et al. agt. Hageman
et al.

196. Tarlor et al. agt. Percell
197. Miller et al. agt. Siedge
and sno.
198. Haves agt. Lank.
200. Slater agt. Giermeress

CINCUIT - PART II - VAN BRUNG, & Short Couses. 3874...Chapin Machine Co. agt. | 3736...Greene agt. Hanever In 3733. Greens agt Republic Inc. 3636. Sargent and ane. agt. Bat 3580. Schauer agt Meyer.
1298. Manf. and Mechanics Bank
agt Bill et al.
3066. Stlingman agt. Tilden et al.
4028. Hutchison agt. Jewett.
3598. Barrett agt. Cunningham
4044. Mackensie et al. agt. Byde.
4042. Gillslian agt. Duncombe et al.
4126. Baker et al. agt. Paider et
3546. Noble, adm'z, agt. Whipple.

4126. Baker et al. agt. Paider et al. 3546. Noble, adm'z, agt. Whippele National Level of the Safe and Lock Co. agt. Campbell.
4314. Johnson act. Real Estate Tract Co. 3818. Thurber et al. agt. Marta. 4012. Gardiner agt. Miller et al. 3550. Cook and ano. agt. Beat. 3934. First Nat. Bank of Lebano, Penn., agt. Israel et al. N. B. R. Co. 2586. Bussel: Cutter Co. agt. Ketth Nickel-Plating Co.

PART III .- LAWRENCE, J.

PART III.—LAWRENCE, J.

Abort Cause

**Loon Fessenden ark N. J. Car

**Loon Markin ark Stewark

**Loon Markin ark Stewark

**Loon Berown

**Loon and ann ark Homes,

**Loon and ann ann ark Homes,

**Loon and ann an

Santo Domingo.

SUPRATOR COURT—TRIAL TREM.—PART L.—SPIER, J.

733. Simon agt. St. Nicholas Ina. Co.

757. Valentine agt. Bean & ano.

797. Payne. admit. &c., agt.
Grad-st. and Fortysecond-st. Ferry R. R.

Company.

807. Tilden and ano. agt. Patterson.

817. Herntonn agt Levy.

828. Raidwin act. White.

797. Person. admir. &c., agt. Gruber agt. Howard. 797. Person. admir. &c., agt. Gruber agt. Howard. 811. Nichol and ano. agt. Gryer and ano. 807. Tilden and ano. agt. Patrices. 813. American Coston Waste Co., act. Keiso. 817. Beraton agt. Levr. 825. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 828. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 828. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 828. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 828. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 828. Beltwin agt. White. 829. hirs. Nai. Bank of Lebrary. 829. Hirs. Nai. Bank of Lebrary. 829. Hirs. Nai. Bank of Lebrary. 829. Hirs. Sai. Grandler, admir. &c., agt. 639. Gronaler, admir. &c., agt. 1540. Farfax agt. N. Y. C. and H. R. R. R. Co.

GENERAL TERM.—Adjourned until Monday, Dec. 14.
COMMON PLRAS.—TRIAL TERM.—PART L.—LANRIMORE. J.
211. Sunbaumagt Kelly, Sherif.
225. Leckely act. Same.
228. Heydecker agt. Same.
2233. Quinn agt. The Mayor.
2106. Hawritos agt. S me.
1256. Tyler agt. McDonaid.
1150. Friedlander agt. The
Mayor.

PART H.—Low J.—Common McMay Mayor.

PART H.—Low J.—Common McMay McMay Mayor.

PART H.—Low J.—Common McMay McMa

Mayor.

Pant II.—Losw, J.—Case on—1088, Marray agt. Walsh and ane Equity Tann—J. P. Daty J.

12. Corlies set. N. Y. and Longon Manf. Cast. Set. — 27. Miller agt. Miller.

15. Pearlston ant. Burnett. 42. Conner agt. Chandlers. Marine Court-Trial Trim-Part I.—Joacsimers, J.

818. Moyran agt Stein.
819. Goldmark agt Clifford.
820. Same agt Same.
821. Reisbner et al. art. Haas.
822. McGaffi agt. Hirke et al.
823. Amidon agt. Merrism.
824. Reisma et al. agt. Clipton.
825. Lawson et al. agt. Clipton.
825. Lawson et al. agt. Siedenberg.
835. Murphy agt. Solomon.

1745. Malone et al. agt. Suiton | 1530., Gay agt. Lrneb. |
2108. Kohn agt. Brier. | 1304. Abraham et al. agt. Mittmacht. | 171. Mayer and ano. agt. Ess. |
233. Batter et al. agt. Dozendorf. |
1015. Sobl agt. Horstman. |
1529. Burler agt. Erben. |
244. Neinefer act. Code. |
245. Pitthingh agt. Black. |
246. Pitthingh agt. Black. |
247. Schieffer act. Code. |
248. Pitthingh agt. Black. |
248. Pitthingh agt. Black. |
249. Pitthingh agt. Black. |
249. Pitthingh agt. Black. |
240. Pitthingh agt. Black. |
24

PART III. - ALKER, J. PART III.—ALKER, J.

2043. Simenson agt. Cohen et 2056. Hawkins agt Frank et at.
2115., Gill agt. Bord. imp'd.
2055. Hoffman agt. Hoffman.
1980. Schull et al. agt. Martya.
1533. Hyde agt. Berdell
321. Noell et al. agt. Mittuacht, 1668. Miller set. Conkin.
1932. Schlesinger agt. Sine.
292. Malone egt. Harrison.
292. Malone egt. Harrison. General States 1928. Malone 2gt. Harrison.
General Stations—Harkett, R.—John P. Hickey, robbert, Willism Parker, robbert, Logri Montalbetti, felonious assunt and battery. John Boddy and Philip McDermot, grand larceny. August Barehet, grand larceny. And larceny. And larceny baist Jackson, grand larceny, Daist Jackson, grand larceny, Daist Jackson, grand larceny, Daist Jackson, grand larceny, Baren Jackson, grand larceny, Baren Jackson, grand larceny, Baren Jackson, grand larceny, Baren Jackson, grand larceny, Peter Jourdan, receiving stolen goods; Adolph Sing, petit larceny; Tereuce Kennedy, petit larceny.

OTER AND TRAMINER-BARRETT, J.-Richard Croker, homicide. COURT OF APPRAIS CALENDAR, ALBANY, Dec. 10.—Court of Appeals day calendar for Friday, Dec. 11: Nos. 64-2, 101, 88, 122, 123, 127, 130, 131.

DEPARTURE OF FOREIGN MAILS.

FRIDAY, DEC 11.

FRIDAY, DEC 11.

A Mail for Halifax, N. N., is closed at the New-York Post-Office every fay at 6 p. m., and goes ma Boston.

SATURDAY, DEC. 12.

Mails for Great Britain and Ireland, via Queenstown and Liverpool, by steamship occasile, close at 5 a. m. No disposionemistry Mail. Steamship sails at 8 a. m., from Pier No, 52, North River.

For Fronch Mail, direct, by steamship villed & Faris, mails close at 5 a. m. No Supplementary Mail. Steamship sails at 9 a. m., from Pier Na 50, North River.

For Europe, via Southampton and Bremen, by steamship Dentschland, mails close at 11:30 n. m. A Sepplementary had its closed at the Port-Office at 1:30 p. m. Steamship sails at 2 p. m., from Pier cot of Tairdat, Hoboken.

SUNDAY, DEC. 13. All Malisclose at it o'clock a. m. The rust-Office is open from 9 a. to 11 a. m.

PASSENGERS ARRIVED.

FROM SAVANILLA—In steamship Alps, Dec. 10.—W. Westmore-land, J. L. Pacheco, Mrs. Gypedos and child. FROM HAVANA—In assistable (My of New-York, Dec. 10.—1. Casabinaca, wife and child, Francis P. Berandon, D. Benry Esswitten, Nathan Samuels, Stephen Saechlas, Mrs. Label Aranga de Perrelade, Mass English Gannas, Amgustin Aranis, Francisco Conpos, Wis. Berber, Eugene Lemounier, Augusto Barber, George B. 21.

PASSENGERS SAILED.

PASSENGERS SAILED.

FOR SAVANNAH—Incr. maskip H. Livencian, Bec. 10—George M. Smith and wife, W. H. Berel and wife, Mrs. 2. C. Sollock, Miss M. A. Norton, Miss S. Brinson, L. C. Leuron, disorte eventu. W. W. Candee, L. S. Holbrook, E. Kanberty sea-rie, L. O. Bellows, Mrs. T. K. H. Livencian, E. K. H. Sollock, M. E. Kenpton, Martin Monshan, Lavrence Corlan, John Becklor, M. Fleetwood and Brant, T. Sullivan, Sannael Bidgy, A. Kempton, Martin Monshan, Lavrence Corlan, John Becklor, Miss Ellen Cregge, Mishanao Woodhurr, John McVor, Mrs. A. Renny and chid, Miss Z. Cark, Miss Agree Payne, P. L. Bortells, Joseph S. Brinton, Mrs. A. C. Brinton, Mrs. Verchie, Charles N. Bortells, Joseph S. Brinton, Mrs. A. C. Brinton, Mrs. Verchie, Charles N. Scott, John McAneruce, Richard Clears, M. Mrs. Verchie, Charles N. Scott, John McAneruce, Richard Clears, M. S. M. Cartin, Pichile Biley, Scott, John McAneruce, Richard Clears, M. S. M. Cartin, Pichile Biley, John Kennech, M. Bevine, Mrs. Josephine, Henricks, John J. Lanzaster, Lemmel A. T. Johnson, Clareace Teber, A. Shonaire, Henry T. Buith, C. C. Jackson.

FOR HAVANA—In steamship Creavent City, Dec. 10.—Al, Phono Tomas, write and child, Ecca D. Bouffalb queer and child, Thosphon, Tomas, wite and child, Ecca D. Bouffalb queer and child, Thosphon, Jones M. Boop, James Bood, Tomor Rope, James Dod.

FOR HAMBURG—In steamship Holsmin, Dec. 10.—Hon, B. P. Thurston, wite and dampter, Capit, A. W. Schiwe, A. Bestingelle, T. Barker, Kr. Niven, Mass Niven, Mrs. Horace S. Clars, Geo. L. Alpede, T. Barker, Kr. Niven, Mass Niven, Mrs. Horace S. Clars, Geo. A. Alrens, Geo. L. Schuyler, J. D. Oppenheim, G. T. Amod. Dr. A. De Aguero and wife, Mrs. M. E. De Herboso and two children, P. P. Centemert. N. Golstree, Mrs. J. L. Bleckwith, Mrs. Anders, James H. Ray, Dr. A. Bongarier, Theodore Livett, L. Iselia, J. Aller, Franz Jos. Lapostolle, D. W. Rassell, S. Haav, Mrs. R. Bertharces and three children, Wr. F. Grasser, Jains Myser, Lapostolle, D. W. Rassell, S. Haav, Mrs. R. Bertharces and three chil

SHIPPING INTELLIGENCE

PORT OF NEW-YORK

Steamship State of In-inea (Br.), Staller, Glasgow, A. Haldwin & Ca. Steamship C. F. Funch (Beig.) Knudsen, Antwerp, &c., Funch, Edge & Co. Steamship C. T. Funch (Beig.) Knudsen, Antwerp, &c., Funch, Edge & Co. Steamship Christon, Berry, Charleston, S. C., J. W. Quintard & Ca. Steamship Charleston, Berry, Charleston, S. C., J. W. Quintard & Ca. Steamship Charleston, Berry, Charleston, S. C., J. W. Quintard & Ca. Steamship Charleston, Berry, Charleston, S. C., J. W. Quintard & Ca. Steamship Charleston, Berry, Charleston, S. C., J. W. Quintard & Ca. Steamship R. Chanond, Reed, Richmond, Norfolk, &c., Old Dominion Steamship Co. Steamship Negation, Berry, Beston, H. F. Dinne, K. Maharit & Ca. Steamship Fantta, Howe, Philadelphia, Lordlard Steamship Go. Steamship Fantta, Howe, Philadelphia, Lordlard Steamship Go. Steamship Pantta, Howe, Philadelphia, Lordlard Steamship Go. Steamship Victon, Wickell, Stront, Philadelphia, W. Kirkpatrick, Steamship Victon, Willer Steamship, V. Romer, B. Woop & Co. Bark G. W. Rooperell, Harriman, Rayana, James R. Ward & Ca. Bark Gauss (Berl.), Starrett, Shaw, Cork or Falmonth, C. W. Bertauz, Brig Stot Carlos, Atherton, Fortand, Allies & Boughton, Steff Willed, M. W. W. R. Bertauz, Brig Ward Wiled, Lawes, Battmoor, H. Woodhard, C. B. Bertauz, Sch. Waller W. Patzert, Daniel, Kington, Jam, A. H. Selemen & Sch. A. G. Pease, Dos, New-Haven, Cha. H. Low.

Co. Schr. A. G. Pease, Dec. New-Haven, Chas. II. Low. Schr. H. H. Fisk, Wixon, Key West and Pensacola, Benner & Pinel Best. B. M. Bowleine, Howe, Porto Piata, Thebaud Broa.
Behr. Gea. R. Bowleine, New-Haveo. Rackett & Bro.
Schr. Crassite, Mulien, New-Haveo. Rackett & Bro.
Schr. Leodine, Clarkson, Witnington, Del. Mackett & Bro.
Schr. Dars, Campbell, Stamford, Stamford Manufacturing Co.
Schr. Salle Barton. Bartler, Stamford, Stamford Manufacturing Co.
Schr. Ida Paimer, Paimer, Stamford, Stamford Manufacturing Co.

Schr. Sallie Barten. Barner, Stamford. Stamford Munifacturing Co.
Schr. Ida Paimer, Paimer, Stamford. Stamford Munifacturing Co.
ARRIVED.

Steamship Belgic (Br.) Metcalie, Leaden Nov. 25, with méca. to R.
J. Cortin.
Steamship Alps (Br.). Drateford. Savardila Nov. 27, Savta Martha
28th. and Aingaton Dec. 3, with mina and casa. to Pim. Forward & Co.
Steamship Sta. Jemel 20th, Aux Care 30th. Privato-Prises Dec. 2,
and Nassan 5th. with mide. and pass. to Pim. Forward & to.
Steamship City of New York, Dealson, Havana Dec. 5, with mice.
and pass. to F. Alexandre & Sous.
Steamship Caronderly, McCreery, New-Orleans Dec. 3, with mice.
and pass. to C. H. Mailerr & Co.
Steamship South Caroline, Becket, Charleston Dec. 7, with mice.
and pass. to J. W. Quntari & Co.
Steamship South Caroline. Becket, Charleston Dec. 7, with mice.
Steamship South Caroline.

ship to Bark Mayflower (of New-Haves), Lanfare, St. Pierre 14 days, with Sugar. Reindeer (of New-Haven), Wellington, Demarars 20 days, with sugar and nolanses.

Bark Fannis (of Searsport), Carwer, Palermo Oct. 30, with fruit.

FOREIGN PORTS.

QUERRIFFORM, Dec. 10.—The Canard Line steamship Siberio, Rarason, from Buston Nev. 25, for Liverpoot, arrived hote as 9 closes lead
sight.

[For Faces Base Pages one Fifth Pages.]

Liver I'llest Shap Broom one Figur Paper